

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
Chicago**

In re:) In re:
)
SUSIE NAILON) Case No. 16-18778
<i>aka SUSIE WILLIAMS</i>) Chapter 13
<i>aka SUSAN WILLIAMS-NAILON</i>)
GEORGE H. NAILON)
Debtors.) Honorable Judge Pamela S. Hollis
)
SIERRA AUTO FINANCE, LLC.)
Movant,) Respondent.
)
v.)
)
SUSIE NAILON)
<i>aka SUSIE WILLIAMS</i>)
<i>aka SUSAN WILLIAMS-NAILON</i>)
GEORGE H. NAILON)

Respondent.

NOTICE OF MOTION

TO:

David M. Siegel
David M. Siegel & Associates
790 Chaddick Drive
Wheeling, IL 60090
BY ELECTRONIC TRANSMISSION

Susie Nailon
George H. Nailon
525 W. 15th Place
Chicago Heights, IL 60411
BY REGULAR MAIL

Marilyn O. Marshall
224 South Michigan
Suite 800
Chicago, IL 60604
BY ELECTRONIC TRANSMISSION

Jasmine Crosby
301 Oakwood
Park Forest IL 60466
BY REGULAR MAIL

Patrick S. Layng
Office of the U.S. Trustee, Region 11
219 S Dearborn St
Room 873
Chicago, IL 60604
BY ELECTRONIC TRANSMISSION

PLEASE TAKE NOTICE that on the **11th day of January, 2017, at 9:30 a.m.**, or as soon thereafter as Counsel may be heard, we shall appear before the Honorable Judge Pamela S. Hollis Bankruptcy Judge, 219 South Dearborn Street, Courtroom 644, Chicago, IL 60604, and then and there present the attached Motion for Relief from Automatic Stay, a copy of which is hereby served upon you.

PROOF OF SERVICE

I, the undersigned attorney, certify that I served a copy of this Notice with Motion for Relief from Automatic Stay attached, upon the parties listed above, by the methods specified from 7710 Carondelet Avenue, Suite 217, St. Louis, MO 63105 before the hour of 5:00 p.m. on the 7th day of December, 2016.

BY s/ Melinda J. Maune

Melinda J. Maune, #49797MO, mjm@martinleigh.com
Amy Tucker Ryan, #49047MO, atr@ martinleigh.com
7710 Carondelet Avenue Suite 217
St. Louis, MO 63105
Telephone: (816) 221-1430
Fax: (816) 221-1044
mjm@martinleigh.com
Attorney for: Sierra Auto Finance

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that I have served a copy of this Notice along with the attached Motion upon the 7th day of December, 2016, and as to the debtor by causing the same to be mailed in a properly addressed envelope, postage prepaid, from 1044 Main Street, Suite 900, Kansas City, MO 64105 before the hour of 5:00 p.m. on the 7th day of December, 2016.

TO:

David M. Siegel

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BY ELECTRONIC TRANSMISSION

BY: s/ Melinda J. Maune

MELINDA J. MAUNE

Melinda J. Maune, MoBar #49797, IL ARDC# 9078537
Martin Leigh PC
7710 Carondelet Avenue, Suite 217
St. Louis, MO 63105
Telephone: (314) 562-8200
mjm@martinleigh.com
Attorney for: Sierra Auto Finance, LLC

Chicago

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3. Debtor filed for relief under Chapter 13 of the United States Bankruptcy Code on June 7, 2016.

4. The plan provides for payments to be made outside the plan by the Co-Debtor. As of December 1, 2016, Debtor has failed to make monthly payments to Movant for the months of March, 2016 through November 2016, causing a post-petition payment arrearage in the amount of \$2,027.77.

5. As of December 1, 2016, the payoff amount under the Contract is \$9,160.80.

6. Cause exists for the granting of relief from the automatic stay, as Debtor has not offered Movant adequate protection of its interest in the Property 11 U.S.C. § 362 (d)(1).

7. Debtor has little or no equity in the Collateral and said Collateral is not necessary for an effective reorganization. 11 U.S.C. §362 (d)(2)(A) and §362 (d)(2)(B).

8. Pursuant to Section 1301(c)(3) of the Bankruptcy Code, Creditor is entitled to relief from the co-debtor stay if Creditor's interest would be irreparably harmed by continuation of the stay.

9. Movant requests that any order modifying the stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

WHEREFORE, for the foregoing reasons, Movant respectfully requests that this Court enter an Order Granting Relief from the Automatic Stay of 11 U.S.C. §362 and co-debtor stay of Section 1301(c)(3) to enable Movant to exercise any and all rights provided under non-bankruptcy law, that Federal Bankruptcy Rule 4001(a)(3) is waived in order to permit Movant to immediately exercise any and all rights provided under non-bankruptcy law, and for such other and further relief as it just and appropriate under the circumstances.

Respectfully submitted,

MARTIN LEIGH PC

BY: s/ Melinda J. Maune

MELINDA J. MAUNE

Melinda J. Maune, MoBar #49797, IL ARDC#
9078537

Martin Leigh PC

7710 Carondelet Avenue, Suite 217

St. Louis, MO 63105

Telephone: (314) 562-8200

mjm@martinleigh.com

Attorney for: Sierra Auto Finance

EXHIBIT

A

FEDERAL TRUTH-IN-LENDING STATEMENT			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
22.50 %	\$ 6,000.00	\$ 9,713.00	\$ 14,725.00
Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 1,000.00		\$ 15,725.00	
Your payment schedule will be:			
Number of Payments	Amount of Payments	When Payments Are Due	
60	\$ 245.43	monthly beginning 11/17/14	
Security: You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.			
Late Charge: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of \$200.00, or ii) \$10.00 if the installment is for \$200.00 or less.			
Prepayment: You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.			

Other Charges / Amts Paid		Public Officials (Licenses, Title & Taxes)	
To	\$ N/A	To	\$ N/A
To	\$	To	\$
To	\$	To	\$
Total Other Charges & Amount Paid to Others for You		Total Other Charges & Amount Paid to Others for You	
\$ 1,188.27		\$ 1,188.27	

Buyer(s)	JAZMINE CROSBY; 525 W 15TH PL; CHICAGO HEIGHTS, IL 60641
Buyer(s)	SUSIE WILLIAMS, 525 W 15TH PL, CHICAGO HEIGHTS, IL 60641
Seller	MELROSE PARK AUTO MALL INC 2410 W NORTH AVE; MELROSE PARK, IL 60160

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle in good condition.

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Serial Number	Body Color	Top Color	Key No.
Used	09	CHEVROLET	COBALT	4DR	4	1G1AT58H797178648	SILVER		

Buyer Promises to pay to the order of Seller at the offices of: SIERRA AUTO FINANCE LLC, (Assignee) located in COCKEYSVILLE, MD

The Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of 22.50 % per annum from date until maturity in NOVEMBER 2014. Installments of \$ 245.43 each and a final installment of \$ N/A, beginning on 11/17/14 and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein.

SECURITY INTEREST: Seller is granted a purchase-money security interest in the motor vehicle described above and all accessories under the Illinois Uniform Commercial Code until the Total of Payments and all future indebtedness for taxes, liens, repairs and insurance premiums advanced by holder hereunder are paid in full. Buyer grants assigns the right of set-off or lien on any moneys, credits or other property of Buyer in possession of the Assignee, on deposit or otherwise, excepting IRA or similar deposits. Seller is also granted a security interest in any premium rebates for insurance or service contracts, all amounts due under this contract are paid in full.

ACCELERATION: Buyer agrees that (1) if Buyer shall default in the payment of any installment of the Total of Payments or any other indebtedness due hereon; or (2) Buyer shall fail to perform any agreement or warranty made by Buyer herein; or (3) if the motor vehicle shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, converted, abandoned or otherwise disposed of; or (4) if the motor vehicle shall be seized or forfeited for violation of any law or ordinance, State, Federal or Municipal; or (5) a proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property; or Buyer shall make an assignment for benefit of creditors; or (6) if Buyer shall die or be adjudged incompetent; or (7) if holder shall, for reasonable cause, deem itself insecure; or (8) if Buyer shall fail to keep the motor vehicle fully insured for the entire term of this contract, the holder may declare all unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and payable, without notice or demand, subject to right of reinstatement, if applicable.

PREPAYMENT: THE BUYER MAY PREPAY IN FULL OR IN PART THE UNPAID BALANCE OF THE CONTRACT AT ANY TIME WITHOUT PENALTY.

DELINQUENCY CHARGE: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of \$200.00; or ii) \$10.00 if the installment is for \$200.00 or less. In addition, Buyer agrees to pay reasonable attorneys' fees, costs and expenses incurred in the collection or enforcement of the debt or in realizing on the collateral. Buyer agrees to pay Finance Charges after maturity of the final installment, or after acceleration upon default, at the Annual Percentage Rate stated herein so long as there exists any uncured default hereunder, all without relief from valuation or appraisal laws.

INSURANCE AGREEMENT: Motor Vehicle Damage or Loss insurance is required by Seller. (Buyer may choose the person through whom the insurance is to be obtained. If such insurance is to be obtained through Seller, the cost for a term of N/A months will be \$ N/A.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT

Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available for the term of the credit upon acceptance by insurer at the following costs: N/A

Credit Life Insurance \$ N/A Credit Disability Insurance \$ N/A

I desire Credit Life Insurance. I desire Credit Disability Insurance. I DO NOT want Credit Life or Disability Insurance.

(Age of Insured)	(Signature)	(Date)	(Age of Insured)	(Signature)	(Date)
	Jasmine Crosby	10/31/14		Susie Williams-Nailon	

(Age of Insured) (Signature) (Date) (Age of Insured) (Signature) (Date) (Age of Insured) (Signature) (Date)

SEE REVERSE HEREOF FOR INFORMATION ON POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM.

NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE

If a charge is made above for credit life insurance and if such insurance is to be procured by assignee, the undersigned takes notice that the decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer or Buyers who signed above requesting it, subject to acceptance by the insurer and issuance of a certificate by (Name of Insurer)

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial insurance over the initial indebtedness. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

Other insurance: N/A, the cost for a term of N/A months will be \$ N/A

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN. If this contract evidences the sale of a used motor vehicle (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle; and (2) the INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS USED VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de la venta de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de la venta de vehículos usados.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DOCUMENTARY FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

The Annual Percentage Rate may be negotiable with the Seller. If this Contract is assigned, Seller may retain or receive a portion of the Finance Charge.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. Buyer confirms receiving a copy of this contract and had a chance to read and review it before Buyer signed it. By signing below Buyer agrees to the terms of this contract. Guarantor, if any, acknowledges receipt of completed copies of this contract and of Explanation of Guarantor's Obligation.

CO-BUYER: A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is a parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing below, (1) I confirm that I will actually receive possession of the vehicle or will use it, or that I am a parent or spouse of the Buyer, or that I will be listed as an owner on the vehicle's title; (2) I agree to be primarily obligated under this contract; and (3) I consent to the Creditor having a security interest in the vehicle.

Dated: OCTOBER 31, 2014

Buyer(s) acknowledges receipt of a fully completed and executed copy of this Contract.

RETAIL INSTALLMENT CONTRACT

Seller: MELROSE PARK AUTO MALL INC

By: [Signature] Title

Guarantor

By: [Signature] Title

By: [Signature] Title

I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein.

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ORIGINAL

Form IFI-26 (Rev. 7/14)

INSTRUCTIONS: If parent, spouse, or other person who is or will be listed as an owner on the vehicle's title is a co-buyer, sign above. Other co-signers, sign on the Guarantor line.

STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. 1G1AT58H797178648	YEAR 2009	MAKE CHEVROLET	MODEL COBALT LT	BODY STYLE 4 DOOR	TITLE NO. 14294890867
DATE ISSUED 10/21/14	ODOMETER 45653	CCM 45653	MOBILE HOME SQ. FT.	PURCHASED 10/03/14	TYPE TITLE ORIGINAL
MAILING ADDRESS SIERRA AUTO FINANCE LLC PO BOX 275 COCKEYSVILLE MD 21030-0275			LEGEND(S) ACTUAL MILEAGE		
OWNER(S) NAME AND ADDRESS JAZMINE GROSSBY SUSIE WILLIAMS 525 W 15TH PL CHICAGO HEIGHTS IL 60411					
FIRST LIENHOLDER NAME AND ADDRESS SIERRA AUTO FINANCE LLC PO BOX 275 COCKEYSVILLE MD 21030-0275					
SECOND LIENHOLDER NAME AND ADDRESS					
RELEASE OF LIEN The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.					
First Name		Signature of Authorized Agent		Date	
Last Name		Signature of Authorized Agent		Date	
NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.					
Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.					
ASSIGNMENT OF TITLE The undersigned hereby certifies that the vehicle described in this title has been transferred to the following party, name and address:					
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:					
<input type="checkbox"/> 1. The mileage stated is in excess of its mechanical miles. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.					
If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its market value unless this document is accompanied by a separate application.					
ODOMETER READING Signature(s) of Seller(s)		DATE OF SALE		DATE OF SALE	
Printed Name(s) of Seller(s)		Signature of Buyer		Printed Name	
I am aware of the above odometer certification made by seller.		Signature of Buyer			
I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any.					
IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD.					
CONTROL NO.		Jesse White JESSE WHITE, Secretary of State			

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

MUST BE COMPLETED BY SELLER

DO NOT DETACH UNTIL SOLD
NOTICE OF SALE

SEE INSTRUCTIONS ON REVERSE

CHEVROLET

2009

1G1AT58H797178648

Vehicle Make

Vehicle Year

Vehicle Identification Number (VIN)

Date

Name of Seller (Current Registered Owner)

Name of Buyer

Complete Address of Seller

Complete Address of Buyer

City

State

ZIP

City

State

ZIP

Under penalties of perjury, I hereby certify that the foregoing is true and correct under the laws of the United States.

Signature of Seller

Printed Name of Seller

Date

NOTICE OF SALE INSTRUCTIONS

Completion of this form does not satisfy the transfer of ownership requirements as set forth in the Illinois Compiled Statutes. Illinois law requires the owner of a vehicle to complete and sign the Assignment of Title section on the Certificate of Title to the buyer who must apply to the Vehicle Services Department for a Certificate of Title.